



**UNIFOR**

2002 | Canada

**UNIFOR LOCAL 2002  
BYLAWS**

*AVIATION DIVISION*

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# Contents

<b>Preamble</b>	<b>Page 1</b>
<b>Article 1: Name and Jurisdiction</b>	<b>Page 2</b>
Section 1 - Name and Jurisdiction	
Section 2 - Headquarters	
Section 3 - Affiliations	
Section 4 - Constitution	
Section 5 - Language	
<b>Article 2: Membership</b>	<b>Page 4</b>
Section 1 - Scope of Membership	
Section 2 - Member in Good Standing	
Section 3 - Application for Membership	
Section 4 - Rejection of Membership	
Section 5 - Failure to Apply for Membership	
Section 6 - Membership Numbers	
Section 7 - Dues	
Section 8 - Assessments	
Section 9 - Charges	
Section 10 - Registry	
<b>Article 3: Organization</b>	<b>Page 8</b>
Section 1 - Structure	
Section 2 - Executive Board	
Section 3 - Local 2002 Leadership and Educational Meeting	
Section 4 - Board of Trustees	
Section 5 - Regional and Sub-Regional	
Section 6 - Standing Committees	
<b>Article 4: Elections</b>	<b>Page 13</b>
Section 1 - General	
Section 2 - Elections for Executive Board	
Section 3 - Elections Conducted at Convention	
Section 4 - President	
Section 5 - Secretary Treasurer	
Section 6 - Vice Presidents	
Section 7 - Trustees	
Section 8 - Elections Committee	
Section 9 - Districts	
Section 10 - Dispute Resolution	
Section 11 - Recall of Elected Representatives(s)	
Section 12 - Recall of Executive Board Members	
Section 13 - Health & Safety Coordinator(s)	
Section 14 - Constitution and Bylaws Committee	
Section 15 - Bargaining Committee	

**Article 5: Duties of Officers, Representatives,  
Committees and Staff**

**Page 29**

- Section 1 - President
- Section 2 - Executive Vice President
- Section 3 - Vice Presidents
- Section 4 - Secretary Treasurer
- Section 5 - Board of Trustees
- Section 6 - Health and Safety Coordinator(s)
- Section 7 - District Representatives
- Section 8 - Bargaining Committee Members
- Section 9 - Women's Committee
- Section 10 - Human Rights Coordinator
- Section 11 - General
- Section 12 - Assistants to the President

**Article 6: Meetings**

**Page 37**

- Section 1 - Convention and Special Meetings
- Section 2 - District Meetings
- Section 3 - Local 2002 Leadership and Education Meetings
- Section 4 - Rules and Order of Business
- Section 5 - Ratification of Collective Agreements

**Article 7: Finances, Expenses & Salaries**

**Page 42**

- Section 1 - General
- Section 2 - Expenses
- Section 3 - Salaries
- Section 4 - Investment
- Section 5 - Real Property

**Article 8: Policy and Administrative Manuals**

**Page 45**

**Article 9: Amendments**

**Page 46**

## PREAMBLE

This organization of workers has been formed for the purpose of organizing and uniting workers in the air transportation and other industries so that through their combined strength, experience and wisdom, the quality of their working and living conditions will steadily improve. Our deeds and our words shall be guided by the historical truth that freedoms are never granted, they are won; and justice is never given, it is exacted. To this end, our specific objectives are to:

- serve and protect the welfare of all those who work within the air transportation and other industries;
- seek agreements between our membership and their employers that will maintain and steadily enhance their terms and conditions of employment as well as provide the greatest social and economic advantage;
- strive to end through every available means such political, social and industrial conditions that hinder the fulfilment of an abundant life. We hold that work is an expression of life, not merely a means of earning subsistence;
- act on behalf of all members without regard to race, sex, creed, colour, marital status, sexual orientation, disability, age, hiring date, political or religious affiliation, place of natural origin or classification or status and to vigilantly oppose threats to social, political, economic, industrial or other freedoms to which all have claim.
- Personal conduct in the union is a matter of democratic practice that shall be subject to the Constitution of the National Union anti-harassment and anti-discrimination policy.

## **ARTICLE 1 – NAME AND JURISDICTION**

### **SECTION 1 – NAME AND JURISDICTION**

- 1.1.01 The name of the Local Union shall be Unifor - Local 2002, here after referred to as the local union.
- 1.1.02 The Local Union shall be composed of members of the National Union, Unifor in the air transportation industry and any other persons employed in related, associated or connected services and/or industries, whether within or outside the sovereign boundaries of Canada, over whom the Local Union has been granted jurisdiction by the National Union, Unifor.
- 1.1.03 The Local Union shall consist of an amalgamation of bargaining units, within all regions of the National Union, Unifor, some of whose members, however, may work outside the sovereign boundaries of Canada.

### **SECTION 2 – HEADQUARTERS**

- 1.2.01 The headquarters of Unifor Local 2002 shall be in the Municipality of Metropolitan Toronto, or the Regional Municipality of Peel, Province of Ontario.

### **SECTION 3 – AFFILIATIONS**

- 1.3.01 The Local Union shall be a member of the Unifor Canadian Council. The Local Union shall actively participate in the meetings and activities of the Unifor Canadian Council, in accordance with the Unifor National Constitution and the Canadian Council Bylaws.
- 1.3.02 The Local Union shall be a member of the Unifor Regional and Quebec Councils. The Local shall actively participate in the meetings and activities of the Unifor Regional and Quebec Councils, in accordance with the Unifor Constitution and Regional and Quebec Council Bylaws.

- 1.3.03 As determined by the Unifor Canadian, Regional and Quebec Councils, and in accordance with Article 19 of the Unifor Constitution, the Local Union shall affiliate with the respective Federations of Labour in each province and territory in which the Local Union has members and every local labour body in whose jurisdiction the Local Union has members.
- 1.3.04 The Local Union shall be a member of the Unifor Aviation Sector Council. The Local shall actively participate in the meetings and activities of the Unifor Aviation Sector Council in accordance with the Unifor Constitution and Regional and Quebec Council Bylaws.

#### **SECTION 4 – CONSTITUTION**

- 1.4.01 The constitution of the Local Union shall be the Constitution of the National Union, Unifor. These Bylaws shall at all times be sub-ordinate and subject to the Constitution of the National Union, Unifor except for those provisions where the supreme governing body of the National Union Unifor has permitted an exception to the Constitution through the approval of these Bylaws and merger agreements.
- 1.4.02 These bylaws shall be adhered to as firm rules and regulations and are not to be taken lightly or as guidelines.
- 1.4.03 In accordance with the Unifor Constitution Article 15F(2) Local 2002 has requested and received a variation for the Unifor Constitution Article 15F(1). The variation is detailed in the Local 2002 Bylaws Articles 3.2.04, 3.5.03 and 6.2.02.

#### **SECTION 5 – LANGUAGE**

- 1.5.01 The English and French versions of these Bylaws shall have equal authority. Should a difference arise between the meanings of the English and French Bylaws, they shall be given an interpretation consistent with both versions.

## **ARTICLE 2 – MEMBERSHIP**

### **SECTION 1 – SCOPE OF MEMBERSHIP**

- 2.1.01 Any person employed in any service or industry is eligible for membership unless specifically disqualified by the provisions of these Bylaws or the Unifor Constitution.
- 2.1.02 A member who retires is entitled to retired membership status according to the terms of Article 12 of the National Constitution.
- 2.1.03 A person or group of people, as described in Article 5, Section B(12) of the Unifor National Constitution, may apply to become members in a Local 2002 Community Chapter as described in the Unifor National Constitution, Article 15, Section K.

### **SECTION 2 – MEMBER IN GOOD STANDING**

- 2.2.01 All persons who are employed in organized workplaces that Unifor Local 2002 has collective bargaining authority may become members in this Local and the National Union Unifor, when they sign a membership card declaring support of and adherence to these By-laws and the Unifor National Constitution, and pay the applicable dues.
- 2.2.02 A member shall lose his/her good standing status when in arrears in the payment of dues and assessments for a period of 60 calendar days or more. Any member who has lost his/her member in good standing status because of this article may not vote, stand in any election or hold office until such time that they have paid their arrears.
- 2.2.03 Any member absent from work because of illness or injury remains in good standing for the period of illness or injury as long as he/she has a reasonable prospect of return to work.
- 2.2.04 A member remains in good standing without paying dues for the period of a layoff or leave only for as long as he or she has recall rights as provided for in his/her collective agreement.
- 2.2.05 Members who have recall rights and work elsewhere are required to pay union dues to Unifor Local 2002 to remain in good standing.

- 2.2.06 The only exception to the above shall be if a member is a full-time officer of Unifor Local 2002, and pays dues. He/she shall be considered a member in good standing, as long as he/she remains a full-time officer of this Local Union.
- 2.2.07 Any member that is on an authorized absence from his or her employer to become a full-time employee of the National Union, Unifor, or, who has an active grievance regarding termination under the terms of their collective agreement, or who is on any other authorized absence from his or her employer remains a member in good standing.
- 2.2.08 Any member who has severed employment as a result of a workplace closure shall be deemed to no longer be a member.

### **SECTION 3 – APPLICATION FOR MEMBERSHIP**

- 2.3.01 Membership in the Local Union may be requested by submitting a completed application form to the headquarters of the Local Union. An initiation fee in the amount of ten (\$10.00) dollars will be collected and/or deducted upon approval of the application.
- 2.3.02 All members in good standing shall be given a membership card. The card shall contain the name of the member, and such additional information as may be deemed necessary by the Executive Board.
- 2.3.03 Eligibility for and acceptance into membership in the Amalgamated Local Union shall be governed by the Constitution of the National Union Article 5.

### **SECTION 4 – REJECTION OF MEMBERSHIP**

- 2.4.01 The Executive Board shall be responsible for processing and making the final determination on any questionable applications. Eligibility restrictions for membership are described in the Unifor National Constitution Article 5(14).
- 2.4.02 If, after processing an application as set out herein, an applicant is not acceptable for any reason, he/she shall be so advised in writing.



- 2.4.03 Membership shall be withheld only upon proper and just cause. An employee denied membership has the right to appeal this decision to the membership of the Local Union.

## **SECTION 5 – FAILURE TO APPLY FOR MEMBERSHIP**

- 2.5.01 Any employee, for whom the Local Union and the National Union, Unifor is a recognized bargaining agent, who fails to apply for membership upon becoming eligible for membership, shall be deemed to have accepted the terms and conditions of membership without, however, any of its rights and privileges.
- 2.5.02 Should an employee make application for membership in the Local Union 2002 and the National Union, Unifor, at some later date, he/she shall be required to pay all dues which would have accrued as a member of the Local Union and the National Union, Unifor, from the date on which he/she became eligible for such membership. The amount of dues owing shall be offset by the amount of assessments paid by the employee in accordance with Article 2.8.
- 2.5.03 The Executive Board may waive the provisions of Article 2.5.02.

## **SECTION 6 – MEMBERSHIP NUMBERS**

- 2.6.01 Membership numbers shall correspond to their company employee numbers prefixed with a two-letter identification code for the company concerned.

## **SECTION 7 – DUES**

- 2.7.01 The Local Union shall commence assessing dues at the earliest possible date. Dues shall continue to be paid on a regular basis thereafter.
- 2.7.02 Dues amounts shall be in accordance with the National Unifor Constitution, Article 16 and 15G.

- 2.7.03 Dues shall not be collected from any person who is on an approved absence from his or her employer for a period of two or more pay periods unless determined otherwise.
- 2.7.04 Dues for Retiree members shall be defined in Article 12(33 – 36) of the Unifor Constitution.
- 2.7.05 Dues for Community Chapter members shall be defined in Article 15 K (9 – 11) of the Unifor Constitution.

## **SECTION 8 – ASSESSMENTS**

- 2.8.01 Monthly assessments may be levied by the Executive Board against all members within the scope of the bargaining unit. These assessments shall be collected in the same manner and be the same amount as those dues collected from members. Assessments require approval of the National President before being implemented.
- 2.8.02 By two-thirds majority vote of the Executive Board and on provision of thirty (30) calendar days' notice supplementary assessments may be levied on all members to meet expenses of an extraordinary nature or for defense. The levy is not to exceed a maximum one hundred dollars (\$100.00) per person per year.

## **SECTION 9 – CHARGES**

- 2.9.01 A member in good standing, or a group of members, may file a charge if they have reasonable cause to believe that another member has violated the procedures and responsibilities established by these Bylaws, the Unifor National Constitution or the Code of Ethics which form part of the constitution. All charges shall be in writing and shall be filed with the Secretary Treasurer. If any charge is made against the Secretary Treasurer, it shall be submitted to the President of the Local Union. All charges shall include a concise statement of the material facts, actions and omissions upon which the accuser intends to rely as constituting the offence. All charges shall then be processed in accordance with the National Constitution of Unifor Article 18 C.

The Secretary Treasurer shall be responsible for maintaining the permanent record of all the charges received, all hearings held and all decisions rendered, as well as any correspondence relative to this function.

2.9.02 Any member found guilty of the charges brought against him/her may be disciplined or expelled in a manner proportional and appropriate to the seriousness of the violation.

## **SECTION 10 – REGISTRY**

2.10.01 In the event a member changes his/her name, work location, mailing address, telephone number or classification, it shall be the responsibility of the member to advise the headquarters of the Local Union and his/her District Chairperson in writing of such change in order to maintain a correct District and Local Union record.

# **ARTICLE 3 – ORGANIZATION**

## **SECTION 1 – STRUCTURE**

3.1.01 The organization of the Local Union shall be divided in “Regions” “Units” and “Districts”.

A Region is a geographical area that may include members of a single bargaining unit or multiple units.

Pacific Region - shall be comprised of British Columbia and the Territory of the Yukon.

Western Region - shall be comprised of Alberta, Saskatchewan, Manitoba, the Northwest Territories, Nunavut and that area west of and including Thunder Bay in Ontario.

Central Region - shall be comprised of Ontario, with the exception of Thunder Bay and points west thereof.

Eastern Region - shall be comprised of all members in Quebec.

Atlantic Region - shall be comprised of Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador.

The members of all units, excluding Jazz Units, shall elect a Vice-President in each Region.

The members of Jazz Customer & Aircraft Services and Jazz Crew Schedulers Units shall elect one Vice-President with the exception of those members based in the Eastern Region.

The members of Jazz Technical Services and Jazz Aviation Line Technical Services shall elect one Vice-President.

- 3.1.02 A Unit is a single bargaining unit which may be in one or more regions.
- 3.1.03 Districts shall be comprised of all or some of the members in a Unit. The Districts of the Local Union shall be determined by the Executive Board. New Districts may be designated and existing Districts may be realigned from time to time, after consultation with the membership involved and a two-thirds (2/3) vote of the Executive Board.
- 3.1.04 New Regions to cover members outside Canada may be created as necessary by majority vote of the Executive Board.

## **SECTION 2 – EXECUTIVE BOARD**

- 3.2.01 Between Conventions or Special Meetings, the management, direction and control of the affairs of the Local Union, including control over the Local Union's funds, properties, other assets and raising of revenue, shall be vested in the Executive Board. In addition, the Executive Board shall have the authority to determine and approve policies and procedures that it deems necessary to promote the interests of the Local Union. The Executive Board shall have authority to affiliate the Local Union or any of the Districts with anybody within the National Union, Unifor.
- 3.2.02 The Executive Board Officers shall be comprised of the President, Vice-Presidents and the Secretary Treasurer. The Executive Officers shall be elected in accordance with Articles 4.4, 4.5 and 4.6.

The Chairperson of the Board of Trustees shall have the right to attend and participate at meetings of the Executive Board, but without the power to vote.

Three (3) District Chairpersons or Vice-Chairpersons from the other units (other than Air Canada, Jazz Customer & Aircraft Services, and Jazz Technical Services and Jazz Aviation Line Technical Services

Units), one of which shall be from the GTAA unit, shall have the right to attend, participate and have vote at meetings of the Executive Board.

- 3.2.03 At its first meeting following its election, the Executive Board shall elect, from among the elected Vice-Presidents, an Executive Vice-President, who shall hold office for the balance of the Board's term of office. In the event of a vacancy in the office of Executive Vice-President during the term of office, the position shall be filled by the same method.
- 3.2.04 The Executive Board shall meet at least once every three (3) months, at such times and in such places as may be designated by the President. Notice of each Executive Board meeting shall be sent to each Executive Board Officer at least twenty-one (21) calendar days prior to the proposed meeting date. Special meetings of the Executive Board may be called, as and when required by the President, or by a petition signed by the majority of the Executive Board officers.
- 3.2.05 A majority of the Executive Board officers shall constitute a quorum of the Executive Board. Each of the Executive Board officers shall have one (1) vote, with the exception of the Chairperson. The President, or his or her designee, shall have the casting vote, as Chairperson of the Executive Board meetings.
- 3.2.06 The Executive Board shall be empowered to engage services of counsellors/consultants at any time for any length of time that advice is required for the performance of his/her or their duties as laid down in the Bylaws or the Unifor Constitution.
- 3.2.07 Summary minutes of all Executive Board meetings shall be forwarded to all Unifor Local 2002 District Chairpersons and Chairs of Standing Committees and before the next Executive Board meeting.
- 3.2.08 The President, Secretary Treasurer and Vice-Presidents, by virtue of their office, shall be delegates to Canadian Council. Additional delegates shall be elected in accordance with the National Constitution Article 9 for a three year term. The allocation of the additional positions will be based on regional and unit entitlement as determined by the Executive Board.

### **SECTION 3 – LOCAL 2002 LEADERSHIP AND EDUCATIONAL MEETING**

- 3.3.01 Local 2002 Leadership and Educational Meeting shall be comprised of the Local 2002 Executive Board (in accordance with Article 3.2.02), Standing Bargaining Committee members, Chairperson of the Board of Trustees or a designate Trustee, one (1) member of each Standing Committee, one (1) member of the GIDIP Board, District Chairpersons or a designated Vice-Chairperson.

#### **SECTION 4 – BOARD OF TRUSTEES**

- 3.4.01 There shall be a Board of Trustees made up of a Chairperson and two members who shall be elected as per Article 4.3.

#### **SECTION 5 – REGIONAL AND SUB-REGIONAL**

- 3.5.01 A Regional Leadership and Educational Meeting shall be comprised of the appropriate Vice-President, and all District Chairpersons within their jurisdiction. In matters affecting only one unit, a Sub-Regional Leadership and Educational Meeting may be formed comprised of the appropriate Vice-President and the appropriate District Chairpersons.

- 3.5.02 The Regional or Sub-Regional Leadership and Educational meetings shall consider matters of interest and concern to the Region or to the Local Union or the National Union, Unifor. Resolutions adopted concerning the Local Union or the National Union, Unifor, shall be forwarded to the Executive Board.

- 3.5.03 A Regional or Sub-Regional Leadership and Educational Meeting shall meet at least every four (4) months upon notice by the appropriate Vice-President(s); excepting that, if petitioned by a majority of the District Chairpersons concerned, then a Leadership and Educational meeting shall be held and the date of such meeting shall be established within fourteen (14) calendar days after the petition has been received by the appropriate Vice-President. In no instance shall the meeting be held later than forty (40) calendar days after the receipt of a petition.

With the approval of the Vice-President, each District Chairperson may include one Vice-Chairperson to attend the regional Leadership and Educational Meeting meetings.

- 3.5.04 At Regional or Sub-Regional Leadership and Educational Meeting meetings, the appropriate Vice-President(s), and the District

Chairpersons, or their alternates, in attendance, shall each have one (1) vote. In the case of a tie, the Vice-President will have the deciding vote.

- 3.5.05 Applicable Representatives at the Regional or Sub-Regional meetings will consider and vote on any Region specific appointment and will forward their recommendation to the Executive Board for review and appointment if the Executive Board concurs with the region's selection. If not concurred with by the Executive Board, normal procedures will apply.

## **SECTION 6 – STANDING COMMITTEES**

- 3.6.01 The following may be the Standing Committees of this Local Union

1. Constitution and Bylaws
2. Women's Committee
3. Union in Politics
4. Education
5. Environment
6. Recreation
7. Community Services
8. Human Rights
9. Lesbian, Gay, Bisexual and Transgender Workers (LGBT)
10. Aboriginal and Racialized Workers
11. Workers with Disabilities
12. Young Workers
13. Health and Safety

(a) All Standing Committees shall be elected or be appointed by the Executive Board. All Standing Committees shall serve for a three (3) year term.

(b) The Education Committee will promote all aspects of education affecting the welfare of the members, the union and the labour movement; and promote programs offered regionally and at the Unifor education facility in Port Elgin.

## ARTICLE 4 – ELECTIONS

### SECTION 1 – GENERAL

4.1.01 The Officers of the Local Union shall be The President, The Vice-Presidents, and the Secretary Treasurer.

The Workplace Representatives of the Local Union as defined by the Unifor Constitution shall be The District Chairpersons, Vice-Chairpersons, Bargaining Committee Members and Health & Safety Representatives.

4.1.02 Dual Roles

(a) A Vice President will be elected as Executive Vice President as per Article 3.2.03.

(b) In units other than Air Canada Customer Sales & Service, Jazz Customer & Aircraft Services, Jazz Technical Services, and Jazz Aviation Line Technical Services, the District Chairperson(s) will be members of their respective Non-standing bargaining committees by virtue of being District Chairperson. The District Chairperson(s) will be an additional member to the Bargaining Committee as determined by the Executive Board in accordance with Article 4.15.03. In these Units, District Representatives may run for Bargaining Committee and, if elected, hold dual role.

(c) In accordance with the Unifor Constitution Article 15E(3) and the Policy Regarding Local Union Elections, a non-full-time Local Union Executive Officer may also serve as a Workplace Representative.

These are the only exceptions to an officer or Workplace Representative holding dual office without prior approval of the Executive Board.

4.1.03 All candidates for any position in the Local Union shall be members in good standing.

(1) If a Retiree Chapter has been established a Retiree member may run for the position of Retiree Representative on the Local's Executive Board.



- (2) Community Chapter members in good standing may run for positions on the Executive of the Community Chapter if one is established.
- 4.1.04 All candidates and their nominators for District, Executive Board and Bargaining Committee positions shall be members of a District, Unit or Region that they seek to represent. It shall be the candidates' responsibility to verify that their nomination form was received by the Local 2002 office.
- 4.1.05 If, because of a tie vote, an election has not resulted in the filling of all vacant positions a run off ballot shall be held between the leading candidates who are tied.
- 4.1.06 The term of office for all positions in the Local Union, except for the Bargaining Committee, (Article 4.15.02) shall be three (3) years.
- 4.1.07 The Elections Committee shall permit scrutineers to be present, at their own expense, while the ballots are being counted.
- 4.1.08 All vacancies will be filled in accordance with Articles 4 and 5 of the Unifor Local 2002 Bylaws as soon as possible and in any event within 90 days. Vacancies filled during the term of office shall not exceed the original term.
- 4.1.09 Officers and Workplace Representatives will be required to attend, where applicable, all meetings as directed by the Executive Board.
- 4.1.10 Elections will be carried out consistent with the procedures contained in the National Union's "Policy Regarding Local Union Elections". For elections conducted at the workplace only those members who will be away from their work location during the entire period of an election on a work assignment for their employer or on Local Union business are eligible for the absentee ballot procedure.
- 4.1.11 Where committee members are appointed the term of the committee will be three (3) years or less.
- 4.1.12 Following the release of results of an election, all documentation must be retained in a confidential and secure manner, at the Local Union Headquarters for a period of one year, or longer if a review is pending

- 4.1.13 All candidates for any office or position in the Local Union shall be able to withdraw their nomination for any office 72 hours prior to the ballots being printed, otherwise the ballots will remain as is. All nomination forms will have the withdrawal timeline clearly stated for the candidates accepting nomination.
- 4.1.14 If the vote is conducted by mail or other means, then the Elections Committee shall provide to each member in good standing in the District, each candidate's statement of qualifications. If the vote is conducted by mail or other means, then up to 30 days shall be allowed for their return. Accompanying each ballot shall be a notice informing the recipient of the deadline for casting his/her ballot together with a return prepaid envelope or other means to the Elections Committee.
- 4.1.15 Officers continue in their role if they receive layoff notice. If the officer is receiving income replacement, expenses cannot be incurred for days off. Other normal expenses will be paid when the officer advises that they wish to remain active and can effectively continue with their role. Otherwise the position will be deemed to be vacant.

## **SECTION 2 – ELECTIONS FOR EXECUTIVE BOARD**

- 4.2.01 Elections will be held by workplace balloting. For those workplaces where this is not practicable the Elections Committee will determine the best method for conducting the election(s) and will report to the Executive Board for their approval.
- 4.2.02 (a) Nominations for each Executive Board office must be submitted to the Elections Committee in care of the Headquarters of the Local Union. The nomination must be received by April 1<sup>st</sup> of each election year.
- (b) It will be the candidate's responsibility to provide the Elections Committee with a statement of qualifications not later than April 1<sup>st</sup> of each election year.
- (c) Statements of qualifications, and election announcement will be distributed to all members in good standing, not later than April 15th in an election year. The notice shall inform the recipient of the dates for casting his or her ballot. The Elections Committee shall announce the results by bulletin on or before May 31st in

each election year. The candidate receiving the greatest number of votes shall be deemed elected.

- (d) An Executive Board Officer whose term is not expiring but wants to be a candidate for another Executive Board office must submit a resignation from the currently held position to become effective upon completion of the election and installation. This resignation is applicable whether elected to the position or not. The resignation must be submitted long enough in advance of the nomination deadline established by the Election Committee to permit the nomination and election of both offices during the same election.

### **SECTION 3 – ELECTIONS CONDUCTED AT CONVENTION**

- 4.3.01
- (a) Nominations for Board of Trustees, Elections Committee, Constitution and Bylaws Committee or any other positions in the notice of election shall be submitted, in writing, to the Elections Committee in care of the headquarters of the Local Union. The nomination shall be sent and received no later than thirty five (35) calendar days prior to the Convention.
  - (b) It will be each candidate's responsibility to provide the Elections Committee with a statement of qualification not later than thirty five (35) calendar days prior to the Convention.
  - (c) The Elections Committee shall send to each delegate to the Convention each candidate's statement of his/her qualifications at least twenty-one (21) days prior to the Convention.
  - (d) Nominations will also be accepted from the floor of the Convention.
  - (e) All delegates and alternates for Unifor Regional Councils for the following 3 years shall be elected at Convention following the procedures set out in Article 4.3.01 (a), (b), (c) and (d) above.
  - (f) For Unifor Regional Councils the Local's Convention delegates will be separated into their regions as defined by the Unifor Constitution and they shall vote only for the delegates to go to their respective Regional Councils.

- 4.3.02 (a) The Elections Committee shall be responsible for conducting the elections held at the Convention, in accordance with this article. Ballots shall be tabulated by the Elections Committee immediately following the close of voting and the results announced before the adjournment of the Convention. The candidate receiving the greatest number of votes shall be deemed elected.
- (b) Notwithstanding Article 4.3.02 (a), the election of the Elections Committee shall be conducted by the Credentials Committee at the Convention. Ballots shall be tabulated by the Credentials Committee and results will be announced before adjournment of the Convention. The three (3) candidates receiving the greatest number of votes shall be deemed elected.
- 4.3.03 In all elections conducted at Convention each registered delegate, members of the Executive Board, who are registered, and the Chairperson at the meeting, shall each have one (1) vote.
- 4.3.04 The election results will be announced by the Elections Committee by bulletin to the members within fourteen (14) days of the elections.
- 4.3.05 In the event that the results, and/or procedures used during elections are under dispute, the candidate(s) claiming redress shall file a written complaint to the Elections Committee immediately following the announcement of the results, stating the reason(s) for protesting the election.
- 4.3.06 The Elections Committee shall thoroughly and immediately investigate the matter following the receipt of the complaint and advise those concerned and the assembly of its decision to let the election results stand, or to declare the election null and void.
- 4.3.07 The decision of the Elections Committee may be appealed to the National President, in accordance with Article 15B: 5(d) of the Unifor Constitution.

#### **SECTION 4 – PRESIDENT**

- 4.4.01 The President shall be elected by the membership.
- 4.4.02 Immediately upon election the President-elect shall assume office. There may be a transition period of up to thirty (30) days.

- 4.4.03 In the event of a vacancy occurring in the office of President, the vacancy shall be filled in accordance with the following:
- (a) if the vacancy is for more than 1 year, it shall be filled in accordance with Article 4.
  - (b) if the vacancy is for 1 year or less or is a temporary absence the Executive Vice-President will fill the vacancy.

## **SECTION 5 – SECRETARY TREASURER**

- 4.5.01 The Secretary Treasurer shall be elected by the membership.
- 4.5.02 Immediately upon election the Secretary Treasurer - elect shall assume office. There may be a transition period of up to thirty (30) days.
- 4.5.03 The Secretary Treasurer shall have an office and work out of the headquarters of the Local Union.
- 4.5.04 In the event of a vacancy occurring in the office of the Secretary Treasurer, the vacancy will be filled in accordance with the following:
- (a) if the vacancy is for more than one (1) year, it shall be filled in accordance with Article 4.
  - (b) if the vacancy is for one (1) year or less, or is a temporary absence, the Chairperson of the Board of Trustees will fill the vacancy.

## **SECTION 6 – VICE-PRESIDENTS**

- 4.6.01 Vice-Presidents shall be elected as follows:
- (a) Members (other than those at Jazz outside of Quebec and Jazz Technical Services) shall elect five (5) Regional Vice-Presidents, one per region, as outlined in Article 3.1.01.
  - (b) Members, excluding those in Quebec, in the Jazz Customer & Aircraft Services and Crew Schedulers Unit shall elect one (1) Vice-President.

- (c) Members in the Jazz Technical Services and Jazz Aviation Line Technical Services units shall elect one (1) Vice President.

4.6.02 Vice-Presidents shall assume office on the first day of the month following their election.

4.6.03 In the event of a vacancy occurring in the office of Vice-President the positions shall be filled in accordance with the following:

- (a) if the vacancy is for more than 1 year it shall be filled in accordance with Article 4.

- (b) if the vacancy is for 1 year or less or is a temporary absence he/she may appoint an alternate from the District Chairs or if no District Chair can be solicited, another Representative will be appointed from the region.

## **SECTION 7 – TRUSTEES**

4.7.01 The Board of Trustees shall be elected by the delegates to the Convention in accordance with Article 4, Section 3.

4.7.02 The Chairperson of the Board of Trustees shall be elected on one ballot and the two (2) trustees on a separate ballot.

4.7.03 The Board of Trustees shall assume office on the first day of the month following their election.

4.7.04 Vacancies to the Board of Trustees shall be filled by appointment by the Executive Board.

## **SECTION 8 – ELECTIONS COMMITTEE**

4.8.01 The Elections Committee shall be made up of three (3) members and three (3) alternate members in good standing. They shall be elected by secret ballot at Convention. The three (3) members with the greatest number of votes shall be elected. The three members (3) having the next greatest number of votes shall be the alternates.

- 4.8.02 They shall assume office on the first day of the month following their election. The prior Chairperson of the Local Elections Committee shall facilitate the training required by the newly elected Election Committee and/or any newly elected Vice Presidents in conjunction with new elected District Election Committees.
- 4.8.03 The first meeting of the committee shall take place within 60 days of the election. At its first meeting after taking office, the Elections Committee shall elect a Chairperson.
- 4.8.04 Vacancies to the Elections Committee shall be filled by appointment by the Executive Board.
- 4.8.05 The Local Elections Committee shall be empowered to conduct all elections and by-elections for the offices of the Executive Board, and all elections conducted at the Convention, in accordance with Article 4.3.02. The Elections Committee shall oversee the election of the Bargaining Committees. The Local Elections Committee shall be responsible to oversee those elections being conducted by the District Elections Committees with workplace balloting. The Elections Committees shall submit a written report to the Executive Board following each election or by-election, detailing the conduct and the results of the election or by-election. The Elections Committee shall, from time to time, recommend new or altered procedures for the conduct of elections and by-elections to the Executive Board for approval.
- 4.8.06 Each member of the Elections Committee shall be advised within seven (7) days of a vacancy on the Executive Board or Bargaining Committees.

## **SECTION 9 – DISTRICTS**

- 4.9.01 Each District shall be represented by a District Chairperson who shall be elected by the District members to conduct the District affairs of the Local Union.
- 4.9.02 There will be a minimum of one Vice-Chairperson elected for every fifty (50) members or part thereof or an appropriate number as agreed to by the District Chairperson and the Executive Board.

4.9.03 Prior to the commencement of a District election, the District Chairperson, or his/her designee, shall post a notice advising District members that in order to participate in the election, they must be a member in good standing.

4.9.04 Any member of the Local Union in good standing shall be eligible for election as a District Representative other than employees of the Local Union and the National Union, Unifor. The election of the District Chairperson will be conducted by the District Elections Committee utilizing workplace balloting or, where necessary, by mail or other means. Ballots will be provided to all members in good standing in the District.

If the vote is conducted by mail or other means, then the District Elections Committee shall provide to each member in good standing in the District, each candidate's statement of qualifications.

If the vote is conducted by mail or other means, then up to 30 days shall be allowed for their return. Accompanying each ballot shall be a notice informing the recipient of the deadline for casting his/her ballot together with a return prepaid envelope or other means to the District Elections Committee.

4.9.05 The term of office for District Representatives shall be three (3) years.

(a) The nomination must be received no later than September 15th of each election year.

(b) Election announcements will be posted no later than September 30th of each election year. The notice shall inform the recipient of the dates for casting his/her ballot.

(c) Those persons elected shall assume office on November 1st of each election year.

4.9.06 By July 30<sup>th</sup> each election year the Vice-Presidents shall call for elections of a District Election Committee. At the first meeting after taking office, the District Election Committee shall elect a Chairperson. The District Election Committee will provide the members with nomination forms. Nomination of District Representatives shall be submitted on these forms to the Unifor Local 2002 Office.



4.9.07 Election materials including the list of members in good standing shall be sent to the District Election Committee. The District Election Committee shall post (and distribute electronically where practical) election notices which shall contain the following:

- (a) List of nominees, and who they seek to represent in accordance with Article 4.9.02.
- (b) List of vacant positions.
- (c) Starting date of election.
- (d) Termination date of election.
- (e) Any approved Statement of Qualifications received by the close of Nominations as approved by the Local Elections committee

The membership must be notified seven days in advance of the time and place of nominations. There must be at least seven days between the close of nominations and the date of the election. A notice containing the time and place for any possible run-off election must be given to members at least 15 days before the election.

In the event of one (1) member receiving and accepting nomination for more than one position, a ballot shall be held for each position separately commencing first with that of District Chairperson. If successful in an earlier ballot, such nominee shall be eliminated from ballots for subsequent positions.

When voting is taking place, a member of the District Election Committee must be present to verify that the person casting the ballot has not already voted and that he or she is a member in good standing. Upon completion of the voting and the tabulation of ballots, the candidate receiving the greatest number of votes shall be declared elected.

The District Election Committee shall submit the list of new representatives to the appropriate Vice President and the President of the Local Union for publication.

4.9.08 Should a member of any District Election Committee be nominated, and accept the nomination, to any District position or other office, he or she shall resign from the Committee and the vacancy shall be filled by election on the order of the region's Vice-President.

4.9.10 (a) In the event a District Chairperson is unable to perform his/her duties for a reasonable period of time, he/she shall appoint an

alternate, who shall be an active District Vice-Chairperson, until such time as he/she returns. Where there is no District Vice-Chairperson available, the Chairperson shall appoint any member in good standing, subject to the approval of the Regional Vice-President.

(b) In the event a Vice-Chairperson is unable to perform his/her duties, the District Chairperson shall appoint a member in good standing as alternate until such time as he/she returns.

4.9.11 If a vacancy occurs in the position of District Chairperson during the first half of the term, an election will be called. If a vacancy occurs in the position of District Chairperson during the second half of the term the Vice-Chairperson shall succeed. In Districts where there is no Vice-Chairperson or more than one Vice-Chairperson, the Vice-President responsible shall appoint the District Chairperson or instruct the District Elections Committee to issue writs of election to fill the vacancy.

4.9.12 In the event of a vacancy occurring among the District Representatives, during the first half of the term, an election will be called. If a vacancy occurs during the second half of a term, the District Chairperson, subject to approval of the appropriate Vice-President, may appoint, or instruct the District Election Committee to issue writs of election to fill such vacancy for the duration of the current term. The appointed or elected District Representatives shall assume office immediately for the balance of the current term.

4.9.13 The Local Union will make education available, including training of their respective collective agreement, within a reasonable timeframe of no more than six months to all Representatives elected into a position including replacements covered by Article 4.9.11 and 4.9.12.

4.9.14 Three (3) District Chairpersons or Vice Chairpersons from the other Units (other than Air Canada and Jazz), one of which shall be from the GTAA Unit, be elected by the District Chairpersons from the other Units (other than Air Canada and Jazz) to sit on the Executive Board.

One (1) District Chair representative from the geographical area of Ontario East and one (1) District Chair representative from Manitoba West.



## **SECTION 10 – DISPUTE RESOLUTION**

- 4.10.01 In the event that the results, and/or the procedures used during an election are under dispute, the candidate(s) claiming redress shall file a written complaint within seven (7) calendar days of the posting of the election results. The complaint shall be filed with the Executive Board and shall state the reason(s) for protesting the election. Disputes for election of Executive Board officers shall be referred to the Elections Committee.
- 4.10.02 The Executive Board or the Local Election Committee shall thoroughly investigate the matter and within fourteen (14) calendar days following the receipt of the complaint. The Executive Board shall advise those concerned of their decision to either let the election results stand, or submit a request for a Review of Decision on the election to the National President, in accordance with the National Union's "Policy Regarding Local Union Elections".

The decision of the Executive Board or Election Committee may be appealed to the National President, in accordance with Article 15B paragraph 5(d) of the Unifor Constitution.

- 4.10.03 In the event a District election is declared null and void, the appropriate Vice-President shall have the authority to call for an election of a new District Elections Committee.

## **SECTION 11 – RECALL OF ELECTED REPRESENTATIVES**

- 4.11.01 An elected workplace representative may be recalled by the members she/he represents for failing to perform the duties of the Position.
- 4.11.02 Fifty percent (50%) of the members she/he represents will sign a petition listing the specific complaints against the representative and file it with the Local Union. The Local Union will notify the representative of the specific complaints and the Local Union will give seven (7) days' notice to the membership for a recall meeting. Fifty percent (50%) of the members she/he represents must be present at the recall meeting to establish a quorum.
- 4.11.03 A two thirds (2/3) vote of those members present at the special recall meeting is required to recall.

## **SECTION 12 – RECALL OF EXECUTIVE BOARD MEMBERS**

**4.12.01** Executive Board members may be recalled as per Article 15 B, paragraphs 10, 11, and 12 of the Unifor National Constitution. See Below:

10. An elected Local Union Executive Board member may be recalled by the members for failing to perform the duties of their office. A recall is initiated by a petition signed by 25% of the members that the Executive Board member represents. The petition must provide specific complaints against the Executive Board member and be submitted to the Recording Secretary of the Local Union. The Local Union shall notify the Executive Board member of the complaints and provide a copy of the petition.
11. The Local Union shall call a special recall meeting with a minimum of 7 days' notice with the sole purpose of addressing the specific complaints identified in the petition. A quorum for a recall meeting shall be 50% of the members represented by the Executive Board member. A two thirds majority vote of those present shall be required to recall an elected Executive Board member.
12. An elected Executive Board member can face recall only once during her/her term of office.

## **SECTION 13 – HEALTH & SAFETY COORDINATOR(S)**

**4.13.01** Local 2002 Health and Safety Coordinator(s) shall be appointed by the President of the National Union, Unifor with the recommendation of the Local Union's Executive Board.

## **SECTION 14 – CONSTITUTION AND BYLAWS COMMITTEE**

**4.14.01** A Constitution and Bylaws Committee, consisting of three (3) members shall be elected at Convention, and shall assume office on the first day of the month following their election. The first meeting of the committee shall take place within 60 days of the election at which point the

Chairperson shall be elected by the committee and formal training shall be given to the committee members.

- 4.14.02 The duties of the Constitution and Bylaws Committee will include, but not be limited to, making recommendations on Constitutional & Bylaw challenges/matters, and receiving and processing resolutions to Conventions and Special Meetings in accordance with Article 6.1.07.
- 4.14.03 Vacancies to the Constitution and Bylaws Committee shall be filled by appointment by the Executive Board.

## **SECTION 15 – BARGAINING COMMITTEES**

- 4.15.01 The membership of each unit and/or region shall elect the member(s) of the Bargaining Committee. Elections will be held by workplace balloting. For those workplaces where this is not practicable the Elections Committee will determine the best method for conducting the election(s) and will report to the Executive Board for their approval. The committee shall be empowered to meet with their respective employer and bargain a new collective agreement. The Executive Board will determine Full time and Non Full time Standing and Non Standing committees as defined by the Bylaws Article 4 Section 15 and Article 5 Section 8.
  - (a) Standing Fulltime and Standing Non-Fulltime Bargaining Committees shall remain in place and administer the collective agreement until such time as a new committee is elected.
  - (b) Non-standing Bargaining Committees upon ratification of the collective agreement will return to the workplace. They may be used as a resource for the District Chair.
- 4.15.02 Where a bargaining unit encompasses membership in more than one Region, each Region shall have a representative on the Bargaining Committee. The election of the Bargaining Committee shall be held by Region, nine (9) months prior, if possible, to the expiry of the current collective agreement. The term of office shall not exceed three years.
  - (a) Jazz Customer Services Agents will elect one (1) Customer Service Agent per region to the Bargaining Committee, and Jazz Aircraft Services will have one (1) elected position to the Bargaining Committee.

- (b) Jazz Aviation Line Technical Services will elect one (1) Jazz Tech 1 Bargaining Committee member from each District and one (1) Jazz Tech 2 Bargaining Committee member from the Jazz Aviation Line Technical Services Tech 2 membership.

4.15.03 The size of the Bargaining Committee, excluding the President, shall be determined by the Executive Board.

4.15.04 The President may appoint additional members to the Bargaining Committee to reflect the membership's diversity, in particular the factors of geography, gender, experience, sexual orientation and job functions. Appointed members shall be official members of the committee only during bargaining and shall not have a vote on the Committee.

4.15.05 (a) Standing Bargaining Committee members shall assume office on the first day of the month following their election and shall receive adequate contract training in an appropriate timeframe to be able to meet with Management on a Step II level Grievance within their Region. They shall be assisted by the District Chairperson if requested by the Bargaining Representative. At the first meeting after taking office the Committee shall elect an Alternate Chairperson.

(b) Standing Non-Full time Bargaining Committee members shall assume office on the first day of the month following their election and shall receive adequate contract training in an appropriate timeframe to be able to meet with Management on a Step II level Grievance within the applicable Region, District or Unit. The Bargaining Committee shall be assisted by the District Chairperson, when s/he is not a member of the Committee, if requested by the Bargaining Representative. When the District Chairperson is a member of the Bargaining Committee in accordance with Article 4.1.02 (b), s/he shall be the Alternate Bargaining Committee Chairperson. Where there is more than one District Chairperson on the Standing Non-Full time Bargaining Committee, the Alternate Chairperson shall be elected from among the District Chairpersons.

(c) Non-Standing Bargaining Committees shall assume office immediately following completion of the election. The District Chairperson as a member of the Bargaining Committee in accordance with Article 4.1.02 (b), shall be the Alternate Bargaining Committee Chairperson. Where there is more than one District Chairperson on a

Non-Standing Bargaining Committee, the Alternate Chairperson shall be elected from among the District Chairpersons.

- 4.15.06 In the event a vacancy occurs among the Bargaining Committee, the appropriate Vice-President, subject to the approval of the Executive Board, may appoint or instruct the elections committee to issue Writs of Election to fill such vacancy for the duration of the term of office.

<p style="text-align: center;"><b>ARTICLE 5 – DUTIES OF OFFICERS, REPRESENTATIVES, COMMITTEES AND STAFF</b></p>
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**SECTION 1 – PRESIDENT**

- 5.1.01 The President shall exercise supervision over the affairs of the Local Union, be responsible for negotiating collective agreements, sign all official documents and preside at Conventions/Special Meetings and at meetings of the Executive Board and the Local 2002 Leadership and Educational Meeting. He or she shall have the power to appoint all committees not otherwise provided for. All appointed committees of the Local should be comprised of members reflecting overall makeup of the membership they seek to represent with respect to gender, visible minorities, sexual orientation and persons with disabilities, notwithstanding required qualifications. He or she shall be Chair of all committees of the Local Union, except for the Elections. He or she or his/her designee shall represent the Local Union to all higher bodies within the National Union, Unifor, and to other labour, government, social and industrial bodies.
- 5.1.02 The President shall have the authority to interpret and enforce these Bylaws and his/her interpretation shall be conclusive unless reversed or changed by the Executive Board or Convention, and subject to the member's right to appeal under the Constitution of Unifor.
- 5.1.03 The President shall report to the Convention/Special Meeting in accordance with Article 6.1.06.
- 5.1.04 The President shall have the authority to convene, or cause to be convened, a meeting of anybody within the Local Union.



- 5.1.05 The President shall be responsible, following the District elections, for ensuring the preparation and circulation to all Districts a list of all District Representatives for the ensuing term.
- 5.1.06 The President shall have the authority to employ such officials, representatives and employees as are necessary and such positions shall be bulletined to all members in good standing. The direction of all officers, representatives and employees shall be under the authority of the President and his/her designated representative.
- 5.1.07 The President, subject to the approval of the Executive Board, shall be empowered to engage the services of consultants at any time and for any length of time that advice is required for the performance of his/her or their duties as laid down in the Bylaws or the Unifor Constitution.
- 5.1.08 The President shall direct the Executive Vice-President to act as his/her deputy during any period of the President's temporary absence.

## **SECTION 2 – EXECUTIVE VICE-PRESIDENT**

- 5.2.01 At the first Executive Board meeting after taking office, the Executive Board shall elect the Executive Vice-President.
- 5.2.02 The Executive Vice-President shall assist the President in the performance of his or her duties.
- 5.2.03 In all other respects, his or her duties shall be those of Vice-President except as may be specifically abridged by provisions of these Bylaws or the Unifor Constitution.

## **SECTION 3 – VICE-PRESIDENTS**

- 5.3.01 The Vice-Presidents shall perform all functions required of them as members of the Executive Board and Local 2002 Council as provided for in these Bylaws and the Unifor Constitution.
- 5.3.02 The Vice-Presidents shall assist the President in administering the affairs of the Local Union and shall provide counsel to District Officers within their Region. They shall have the authority to convene a meeting of the representatives of a District and to convene membership meetings within their Region. They shall monitor the activities of their

District representatives and provide direction and control over the Districts in their Region to ensure adherence to the policies, procedures and programs of the Local Union and the National Union, Unifor.

- 5.3.03 The Vice-President(s) shall be responsible for calling Regional and Sub-Regional Leadership and Educational meetings in accordance with Article 3.5.03.
- 5.3.04 A copy of all correspondence bearing the signature of a Vice-President shall be sent to the President of the Local Union.

#### **SECTION 4 – SECRETARY TREASURER**

- 5.4.01 The Secretary Treasurer shall be responsible for ensuring that all funds and income of the Local Union received are promptly deposited in the name of the Local Union in a chartered bank and/or credit union, that is supportive of the aims of the labour movement, subject to the approval of the Executive Board.
- 5.4.02 The Secretary Treasurer shall disburse and, subject to limitations on investments referred to in Article 7.4.01, shall invest funds and income under the direction of the President, subject to approval of the Executive Board.
- 5.4.03 The Secretary Treasurer shall ensure that the Local Union's financial books are ready for audit by a professional Chartered Accountant at the year's end. The professional audit shall be subject of a report to the membership following the completion of the audit.
- 5.4.04 The Secretary Treasurer shall provide to the membership every quarter, a Financial Statement consisting of an Income Statement and a Balance Sheet.
- 5.4.05 The Secretary Treasurer shall at all reasonable times, provide access to the Local Union's books to the Local's Trustees and any Executive Board Officer, at the Local's Headquarters during business hours. He/she shall cooperate with every reasonable request of the Board of Trustees.
- 5.4.06 The Secretary Treasurer shall prepare and provide a financial report to the Board of Trustees and the Executive Board for every board meeting.

- 5.4.07 The Secretary Treasurer shall ensure that the Local's budget is prepared and submitted to the Executive Board by December 31<sup>st</sup> of the preceding year.
- 5.4.08 The Secretary Treasurer shall carry out the other duties as assistant to the President, when required.
- 5.4.09 The Secretary Treasurer shall perform all other duties as may be required by the Constitution and particularly the duties of Secretary Treasurer In the National Constitution Article 15 C (9 to 16).
- 5.4.10 The Secretary Treasurer shall manage the everyday operation of the office(s).
- 5.4.11 The Secretary Treasurer shall be responsible for ensuring the membership lists are updated on a weekly basis and all applications for membership are properly handled.
- 5.4.12 Financial Officers including the President shall be bonded by such methods and agencies as the National Executive Board may determine. It shall be mandatory that such financial officers be bonded in an amount which shall cover at least seventy-five percent (75%) of the funds available to them and in no case for less than five thousand dollars (\$5,000.00).
- 5.4.13 The Secretary Treasurer will recommend an Auditor(s) for appointment by the Executive Board.

## **SECTION 5 – BOARD OF TRUSTEES**

- 5.5.01 The Board of Trustees shall have the authority to scrutinize all expenditures of the Local Union. By maintaining vigilance over the financial affairs of the Local Union, it shall ensure that the Executive Board is made aware of excessive disbursements of funds beyond the provisions of the budget and of any necessity to provide for meeting any extraordinary expenditures.
- 5.5.02 The Board of Trustees will assist the Secretary Treasurer with the annual budget and shall submit the budget to the Executive Board for final approval.

- 5.5.03 The Board of Trustees shall meet every six (6) months or more often at the request of the Executive Board.

## **SECTION 6 – HEALTH AND SAFETY COORDINATOR (S)**

- 5.6.01 The Local's Health and Safety Coordinator shall administer the affairs of the Local Union which are related to safety and health issues as may be determined by the President or the Executive Board. The Health and Safety Coordinator shall examine each Collective Agreement and make recommendations to respective Bargaining Committees for improved language regarding Health and Safety issues. The duties may include assisting the District Chairpersons in establishing safety and health committees, conducting educational seminars and workshops for the membership, assisting in the investigation of workplace accidents and unsafe or unhealthy working conditions, preparing information materials for distribution to the membership and other functions as may be determined by the President or the Executive Board.
- 5.6.02 A copy of all correspondence bearing the signature of the Local Health and Safety Coordinator shall be sent to the President.

## **SECTION 7 – DISTRICT REPRESENTATIVES**

- 5.7.01 A District Chairperson shall be responsible for administering the collective agreement, handling grievances, encouraging the education of Vice-Chairs and the membership in general, and providing counsel to the members in his or her District. He/she shall exercise supervision over the affairs of the Local Union at the District level, preside at regular and special District meetings and attend all meetings as directed by the Executive Board.
- 5.7.02 A District Chairperson shall adhere to the provisions of these Bylaws and Constitution, and the collective agreement, and shall have no right to negotiate procedures which contravene these Bylaws or the Constitution or the applicable collective agreement.
- 5.7.03 A District Chairperson shall have the authority to convene, or cause to be convened, a meeting of his or her committee or his or her District members.

- 5.7.04 A copy of all correspondence bearing the signature of a District Chairperson shall be sent to the President and the appropriate Vice-President.
- 5.7.05 A Vice-Chairperson and representatives, where applicable, shall assist the Chairperson in the performance of his or her duties, and shall perform such duties as the Chairperson may assign.
- 5.7.06 A Vice-Chairperson and representatives, where applicable, shall attend all regular and special District meetings, and attend all meetings as directed by the Executive Board.
- 5.7.07 At the District level, the District Representatives shall be responsible for maintaining the effectiveness of the Local Union within the District, ensuring constant representation with local management for the purpose of discussion of changes affecting the work and working conditions of employees and administering the collective agreement within the District.
- 5.7.08 The District Chairpersons shall be responsible for other specific duties as outlined under Article 4.9 and Article 6.2.

## **SECTION 8 – BARGAINING COMMITTEE MEMBERS**

- 5.8.01 Bargaining Committee members shall be empowered to meet with their employer and bargain for a new collective agreement in accordance with Article 4.15.
- 5.8.02 Standing Full time and Non-Fulltime Bargaining Committee members shall assist District Representatives in the administration of the collective agreement.
- 5.8.03 Standing Full time and Non-Fulltime Bargaining Committee members in their Region shall assist and/or prepare and present grievances up to the final step of the grievance procedure prior to arbitration. In addition, Bargaining Committee members shall prepare quarterly grievance reports and shall furnish copies to the President and appropriate District Representatives.

- 5.8.04 Standing Full time and Non-Fulltime Bargaining Committee members shall meet with the employer on an on-going basis to discuss and resolve issues relating to the collective agreement.
- 5.8.05 Bargaining Committee members shall perform all other functions as required of them by the President and as members of the Local 2002 Leadership as provided for in these Bylaws and the Unifor Constitution.
- 5.8.06 A copy of all correspondence bearing the signature of the Bargaining Chairperson or an Alternate Bargaining Chairperson shall be sent to the President of the Local Union.

## **SECTION 9 – WOMEN’S COMMITTEE**

- 5.9.01 The Local Union shall establish a women’s committee, comprised of one member per region, which will take actions that will benefit all the women across this country. The Local Union shall ensure that some money be made available for activities as determined by the Committee. The Committee shall recognize and promote the negotiation of the Women’s Advocate Program in collective bargaining at all of the Local 2002 Units.
- 5.9.02 The Committee shall meet three (3) times per year and report to the Board the actions that have been taking place in the region and nationally.
- 5.9.03 The Local Union Women’s Committees’ Regional sisters and alternates shall be appointed by the Executive Board.
- 5.9.04 The Executive Board may appoint additional members to the Women’s Committee to reflect the diversity of the Local’s units.

## **SECTION 10 – HUMAN RIGHTS COORDINATOR**

- 5.10.01 The Local Union shall establish a Human Rights Coordinator who shall act as a resource for human rights’ issues for the Local, as may be determined by the President or the Executive Board. The Human Rights Coordinator shall oversee, involve, and assist the Human Rights Advocates as appropriate. The Human Rights Coordinator shall examine each Collective Agreement and make recommendations to respective Bargaining Committees for improved language regarding

Human Rights issues. Duties may include to investigate, initiate or take any other action required in any potential workplace harassment complaints on behalf of the Local, to meet with all units' employees with an aim to establishing a consistent and effective workplace harassment policy in consultation with the Local and other functions as may be determined by the President or the Executive Board.

- 5.10.02 A copy of all correspondence bearing the signature of the Local Human Rights Coordinator shall be sent to the President.

## **SECTION 11 – GENERAL**

- 5.11.01 No union officer, workplace representative, committee member or trustee, shall, during his or her term, seek or accept any assignment that will place him or her outside of the scope of his or her collective agreement.
- 5.11.02 Employees of the Local Union shall provide reports on their assignments or duties as requested by the President and/or the Executive Board.
- 5.11.03 No person employed by the Local Union or the National Union, Unifor, shall hold any office or position in the Local Union.
- 5.11.04 Any Officer or Representative who is unable to fulfill their duties for a significant period of time due to an absence for Long Term Disability, GIDIP, Maternity or Parental Leave may, at the discretion of the Executive Board, be temporarily filled by appointment until such time as the elected Officer or Representative can return to fulfil their duties.

## **SECTION 12 – ASSISTANTS TO THE PRESIDENT**

- 5.12.01 Assistants to the President shall be appointed by the Executive Board. These positions will be reviewed after Executive Board elections and further reviewed as required by the Executive Board. Two assistants will be hired primarily to service the units outside of Air Canada (e.g. Jazz and other units). Additional Assistants may be hired as determined by the Executive Board. At all times at least one Assistant will be fully bilingual available to service members in the official language of their choice.

## ARTICLE 6 – MEETINGS

### SECTION 1 – CONVENTION AND SPECIAL MEETINGS

- 6.1.01 The supreme governing body of the Local Union shall be the delegates in Convention and Special Meetings. The Convention shall be held within the first one hundred and eighty (180) days of each third year. Notice of the precise time and place of the Convention as determined by the Executive Board, shall be sent to each District Chairperson at least six (6) weeks in advance of the meeting date. The location of the Convention will be decided by the Executive Board and where possible, is to be rotated. Simultaneous translation will be provided at all Conventions and Special Meetings.
- 6.1.02 Districts whose active membership is one hundred or less as of December 31<sup>st</sup> of the year preceding Convention or Special Meeting shall be represented by the District Chairperson or alternate.
- 6.1.03 (a) Districts whose membership is over one hundred as of December 31<sup>st</sup> of the year preceding Convention or Special Meeting shall be represented by the District Chairperson or alternate and an additional delegate from amongst the District Representatives for every one hundred (100) members or part thereof.
- (b) The Executive Board may invite additional delegates with voice but no vote.
- (c) Observers may attend, but may not claim expenses and shall have no rights to vote or address the convention.
- (d) If there is a greater number of District Representatives than delegate entitlement, the District Representatives at the District shall elect from the District Representatives who are willing or able to attend Convention or Special Meeting. (For the purposes of this article District Representatives shall include the Vice-Chairpersons and the Health and Safety Representatives)
- (e) The Executive Board has the authority to approve any vacant delegate positions from the Members at Large in each District.
- 6.1.04 (a) Bargaining Committee members from each unit shall be included, with voice and vote, to Convention and Special Meetings.



- (b) The number of Bargaining Committee delegates will be in accordance with Article 4.15.03.
  - (c) Representatives holding the dual role of Bargaining Committee and District Chairperson shall attend as a delegate in accordance with Articles 6.1.02 and 6.1.03.
- 6.1.05 The primary function of the Convention is to receive a detailed accounting from the Executive Board of the conduct of the business and affairs of the Local Union for the preceding three (3) years.
- 6.1.06 Without limiting the generality of the foregoing, there shall be placed before the Convention, the following reports:
  - (a) The report of the President, summarizing the previous three (3) years' general activities, including those of the Executive Board.
  - (b) The report of the Board of Trustees including audited financial statements so as to provide for presentation of the entire financial situation for the three (3) preceding fiscal years together with the auditor's report for the same period.
- 6.1.07 Resolutions from Districts, the Executive Board, Trustees and Local Committees, for inclusion in the agenda of the Convention may be forwarded to the headquarters of the Local Union at any time, but not later than January 1<sup>st</sup> of the same year as the Convention. No resolution received after this time shall be considered without the approval of two-thirds (2/3) of the delegates in attendance at the Convention.
- 6.1.08 All of the reports and resolutions referred to in Article 6.1.06 and 6.1.07 hereof shall be included in the complete agenda to be circulated to delegates at least twenty one (21) calendar days prior to the Convention.
- 6.1.09 Two-thirds (2/3) of the delegates registered at a Convention or Special Meeting shall constitute a quorum. The President or his or her designate shall act as Chairperson at all sessions.
- 6.1.10 Delegates registered at Convention and Special Meetings shall each have one (1) vote. Members of the Executive Board and Board of

Trustees who are registered at the Convention or Special Meeting shall each have one vote.

- 6.1.11 In the case of a tie, the Chairperson shall cast the deciding vote.
- 6.1.12 At Convention and Special Meetings, questions shall be decided by a show of hands on the basis of one (1) vote per delegate. A roll call vote or standing vote may be ordered by the Chairperson if the required majority is not clearly indicated by a show of hands or be demanded by one-third (1/3) of the delegates in attendance at the meeting.

## **SECTION 2 – DISTRICT MEETINGS**

- 6.2.01 Each District, or with the mutual agreement of the respective District Chairpersons, a group of Districts shall conduct a meeting(s) not later than November 30<sup>th</sup> of the year preceding the Convention in order to provide members with the opportunity to propose motions for inclusion in the agenda as set forth in Article 6.1.07. These meetings may be combined as part of regular membership meetings in accordance with Article 6.2.02.
- 6.2.02 Each District shall conduct membership meetings on a regular basis. In any event, each District shall conduct a membership meeting at least every three (3) months, excepting that, if petitioned by a majority of the District or location members, then a District or location membership meeting shall be established within (14) calendar days after the petition has been received by the District Chairperson. In no instance shall the meeting be held later than thirty (30) calendar days after the receipt of the petition.
- 6.2.03 Districts shall conduct a meeting to consider matters pertinent to contract negotiations to enable proposals to be received by the Local Union Headquarters at least three (3) months prior to the expiry date of the contract. However the foregoing does not preclude proposals being forwarded any time prior to that date.
- 6.2.04 The District Chairperson shall ensure that contract ratification and other necessary District meetings are conducted in order to provide for the proper conduct of the Local Union business within his/her District.
- 6.2.05 At District meetings, all active members in attendance shall have one (1) vote.

- 6.2.06 At District meetings, only members may attend and any person may be challenged by a District Representative for proof of membership. The District Chairperson or his/her alternate, as Chairperson for the District meeting, may permit a non-member to attend the District meeting.

### **SECTION 3 – LOCAL 2002 LEADERSHIP AND EDUCATION MEETINGS**

- 6.3.01 The meetings of the Local 2002 Leadership and Educational Meeting shall be called by the President on at least twenty-one (21) calendar days' written notice to each member of the Leadership and Educational Meeting.
- 6.3.02 The Local 2002 Leadership and Educational Meeting shall meet midway following the Triennial Convention, for the purpose of education and information exchange, at such times and locations as determined by the President. Wherever possible these meetings will be rotated through the Regions. Simultaneous translation will be provided.
- 6.3.03 With pre-approval of the Executive Board, observers may attend but may not claim expenses and shall have no rights to vote or address the Leadership and Educational Meeting.

### **SECTION 4 – RULES AND ORDER OF BUSINESS**

- 6.4.01 The most recent edition of Bourinot's Rules of Order shall govern the conduct of all meetings of the Local Union, and the following usual order of business shall be observed:
- (a) calling meeting to order;
  - (b) adoption of the agenda (orders of the day);
  - (c) reading and approval of previous minutes;
  - (d) unfinished business;
  - (e) reports of Committees, standing and special;
  - (f) new business;
  - (g) any other business;
  - (h) adjournment.

## **SECTION 5 – RATIFICATION OF COLLECTIVE AGREEMENT**

- 6.5.01 All negotiated collective agreements between bargaining units of the Local Union and the Company(s) must be put to a ratification vote of those members whose collective agreement is under negotiation.

At each ratification meeting but prior to the ratification vote being held, the Local Union shall make available to the members whose collective agreement is under negotiations, a Memorandum of Agreement detailing all changes that have been negotiated.

The Local Union will provide Districts with assistance to conduct ratification meetings when and as requested by the Districts, and District Chairpersons shall schedule such meetings to ensure maximum participation of the members while recognizing the timeliness required to complete the process.

Voting will take place at each ratification meeting. Each person covered by the collective agreement including those who are laid off awaiting recall shall have one (1) vote. The voting procedure will be determined by the Bargaining Committee.

- 6.5.02 A collective agreement shall be considered ratified with a simple majority of votes cast.
- 6.5.03 Strike action may not be called without having a strike vote meeting where the question shall be put to a vote of members in good standing of the bargaining unit. Such meeting shall be conducted as per Article 6.5.01. Each member in good standing in the bargaining unit is allowed one (1) vote.
- 6.5.04 For strike action to be initiated, a legal strike vote as described in the Unifor National Constitution, Article 17B, must be held
- 6.5.05 The Local Union shall furnish the appropriate District Chairperson with bilingual standard ballots in order that they may conduct a vote as outlined in Article 6.5.01 and 6.5.03.

## ARTICLE 7 – FINANCES, EXPENSES & SALARIES

### SECTION 1 – GENERAL

- 7.1.01 The fiscal year shall run from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.
- 7.1.02 No money shall be drawn from the treasury except in accordance with these Bylaws and the Unifor Constitution.
- 7.1.03 All bills, notes, cheques or other negotiable instruments of the Local Union shall be issued in the name of the Local Union.
- 7.1.04 All officers, appointees and employees of the Local Union who have access to the Local Union funds shall be bonded.
- 7.1.05 The President and the Secretary Treasurer shall be the signing officers for the Local Union.

### SECTION 2 – EXPENSES

- 7.2.01 The President, members of the Executive Board, full-time Bargaining Committee members, full-time Coordinator(s) (e.g. Health & Safety and Human Rights Coordinators), Assistants to the President and District Chairpersons shall receive an allowance to cover daily in-town expenses as follows:

(a) President	\$250.00/month
(b) Secretary Treasurer	\$200.00/month
(c) Vice-Presidents	\$100.00/month
(d) Bargaining Committee	
– Full-time	\$200.00/month
– Standing Non-fulltime	\$ 80.00/month
(e) District Chairpersons:	
– 1-50 members	\$ 40.00/month
– 51-200 members	\$ 80.00/month
– 201-500 members	\$120.00/month
– 501+	\$150.00/month
(f) Full-time Coordinator(s)	\$200.00/month
(g) Jazz Health and Safety Coordinators	\$100.00/month
(h) Assistant(s) to the President	\$200.00/month

- 7.2.02 Expense claims for amounts in excess of the above allowances shall be reimbursed upon approval of an expense claim along with satisfactory receipts for such expenditures. Advances for such expenses may also be issued with the approval of the Secretary Treasurer.
- 7.2.03 Expense claims for the President, Vice-Presidents, full-time Bargaining Committee members, Chairpersons and members of all committees, full-time Union Coordinator(s) and employees of the Local Union shall require the approval of the Secretary Treasurer.
- 7.2.04 Expense claims for the Secretary Treasurer shall require the approval of the President.
- 7.2.05 Expense claims for District Representatives shall be submitted to the appropriate Vice-President for approval within (60) calendar days of such expenses being incurred, along with necessary receipts. The appropriate Vice-President shall forward all approved expense claims to the headquarters of the Local Union for payment to the claimant.
- 7.2.06 Allowable expenses for approved union business shall be established by delegates to Convention/Special Meeting and may be amended by the Executive Board.

Allowable expense guidelines in accordance with Local 2002 policy shall be:

- (a) Out of town per diem \$90.00 (breakfast \$25.00; lunch \$25.00; Supper \$40.00).
- (b) In town per diem \$40.00 when on approved union business away from his/her normal place of work or residence.
- (c) Hotel accommodation.
- (d) Telephone/fax charges for Local Union business.
- (e) Telephone to place of residence.
- (f) Approved time devoted to the Local Union's business on scheduled days off from the company shall be compensated at the rate of \$23.00 per hour to a maximum of \$184.00 per day.
- (g) Transportation costs and mileage at \$0.42 per km where pre-approved.
- (h) The Local union will pay reasonable child care expenses (receipts required) while on approved Union business, if such expenses

would not have been incurred during a normal work schedule. Pre-approval is required.

- I) District Chairpersons who are responsible for servicing 50 members or more and can demonstrate a need to the Local Executive Board (LEB) will be reimbursed for or provided receipted cell phone expenses.

7.2.07 Expense claims must be submitted on the approved Local Union expense forms and be supported with receipts.

7.2.08. Education costs and expenses incurred by members may be absorbed by the Local Union upon pre-approval from the Executive Board.

7.2.09 The Local Union 2002 shall provide the President a living allowance sufficient to cover all room, meals and transportation, to be fixed at \$xxxx each month, (to be set by the Executive Board) annually, only if the President does not reside in the city of the Headquarters. This is the maximum allowed each month, though the amount paid may be less, all of which must be supported by receipts.

### **SECTION 3 – SALARIES**

7.3.01 The President's current salary up to May 31, 2017 is \$120,487.85. As of June 1, 2017, and each June 1 thereafter, the salary shall increase by a percentage amount reflecting the weighted average wage increase of the membership from January 1 to December 31 of the preceding year, as determined by the Board of Trustees. The increase shall not exceed 3% annually.

7.3.02 The Secretary Treasurer's current salary up to May 31, 2017 is \$90,365.97. As of June 1, 2017, and each June 1 thereafter, the salary shall increase by a percentage amount reflecting the weighted average wage increase of the membership from January 1 to December 31 of the preceding year, as determined by the Board of Trustees. The increase shall not exceed 3% annually.

7.3.03 Vice-Presidents shall be paid a flat rate of \$320.00 per month.

7.3.04 Full-time Bargaining Committee members shall be paid a flat rate of \$320.00 per month.

- 7.3.05 The Assistant to the President's current salary up to May 31, 2017 is \$88,357.21. As of June 1, 2017, and each June 1 thereafter, the salary shall increase by a percentage amount reflecting the weighted average wage increase of the membership from January 1 to December 31 of the preceding year, as determined by the Board of Trustees. The increase shall not exceed 3% annually.
- 7.3.06 The weighted average wage increase shall include all regular wages but will not include lump sums, bonuses, or other special adjustments.
- 7.3.07 Employees of the Local Union shall be paid salaries as approved by the Executive Board.

#### **SECTION 4 – INVESTMENT**

- 7.4.01 The Local Union's power of investment shall be exercised by the Executive Board officers and shall be in accordance with the policies of the Constitution of the Unifor.

#### **SECTION 5 – REAL PROPERTY**

- 7.5.01 Should the Local Union purchase real estate; it shall be held in the name of a non-share capital building corporation. The Directors of the Corporation shall be the Executive Board officers who hold office from time to time.

<b>ARTICLE 8 – POLICY AND ADMINISTRATIVE MANUALS</b>
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- 8.1.01 A policy Manual containing policies of the Local Union and an Administration Manual shall be established and maintained by the Executive Board setting forth methods of conducting the affairs of the Local Union. Where the provisions of these Manuals are at variance with these Bylaws or the Unifor Constitution, the Bylaws and the Unifor Constitution shall take precedence. Such manuals shall be made available to all Officers and Representatives of the Local Union upon request.



## ARTICLE 9 – AMENDMENTS

- 9.1.01 These Bylaws may only be amended by a two-thirds (2/3) majority of the votes cast by the delegates at a Convention or Special Meeting, and with the approval of the National Executive Board of Unifor as per Article 15A (4) all amendments to these Bylaws shall be published within a reasonable period following adjournment of the Convention or Special Meeting and shall be available to the membership upon request.
- 9.1.02 The minutes of the Convention or Special Meeting will be made available to the union officers, Representatives and Trustees in the two (2) official languages within six (6) months following adjournment of the Convention or Special Meeting.

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